

'THE FABULOUS WUNZ'



THE ASHEVILLE TEEN TIMES

Saturday, December 3, 1966

Mary Ellen W.



RAMSEY

M'TAGGART

GARNER

STOVER

Basement Practice Session

Members of "The Fabulous Wunz," all seniors at Lee Edwards High, take to the basement for a practice session this week at the home of Bruce McTaggart, 64 Druid Dr. On the drums at the rear is

Bob Garner, and others are Coleman Ramsey, bass guitar; McTaggart, lead guitar, and Jim Stover, rhythm guitar and lead singer. (Staff Photo by Ewart Ball III.)

'Wunz' Plan Second Record

By DAVID LLOYD

The Fabulous Wunz, all seniors at Lee H. Edwards High School, are a group that you've probably seen performing at City Auditorium, any of the service club dances and even in the Christmas parade. These boys are known to their friends at school as Coleman Ramsey, Bob Garner, Jim Stover and Bruce McTaggart.

McTaggart plays the lead guitar, Ramsey has bass guitar, Stover on the rhythm guitar, and Garner with the drums.

It all began rolling for these boys back in 1963 when by chance Bob and Coleman met at David Millard while practicing for a show. Later just before the New Year's Ball, Bob called Coleman and asked if he

could get another guitar player. This would make it possible for Bob to accept an invitation to play during intermission at the Ball. Coleman remembered hearing something about Bruce McTaggart, and before long the boys were performing at the New Year's Ball.

They weren't always playing under the name of the Wunz though. In the beginning, they called themselves The Groupe. This didn't satisfy them, and eventually they decided on their present name.

In the summer of 1965 they began practicing together on a regular basis, as a result of a trophy they won for the best original composition in the Festival of Sounds Unlimited, held in May of that year at the City Auditorium.

Their first recording, "Please," and "If I Cry" was released in August of 1966. It received a high national rating in Washington, D. C., and was later selected the Pick Hit of the Week in Raleigh. That first release was played over 200 different radio stations, including Fort Wayne, Indiana, and Chicago.

It seems logical at this point to look and see what prior experience these boys have had. Bruce, before working with a group of musicians played the trumpet; Coleman was a "baritone;" and Jim sang in the bath tub!

But before forming the Wunz, all were previously working with other groups here in Asheville. Jim played with the Buddy Mummies; Coleman with the Del-vons and the Beatours; and Bruce worked with the Del-vons and the Beatours; Bob worked with the Beatours.

A second release is in the making; this time they are going to record "Go There" and "Won't You Love Me Too." So far, both songs have been written by Jim Stover, the rhythm guitarist.

Their style? After you see

them perform once your first impression will be that they pattern themselves after the Beatles. Coleman admitted that at first they were influenced by the Beatles, but that the Wunz copied no one and had no intentions of doing so. They do Beatle music only because it is easy to dance to and it seems to be very popular at this time.

During holidays, the Wunz have several engagements but still have a few dates open.

**The Fabulous
"WUNZ"**

Present

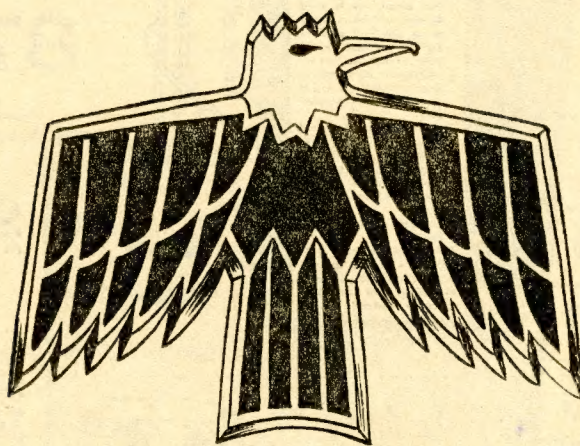
**The Magnificent Five
from Pontiac Motor Car!**

You Are Invited!

Preview Showing

1967

FIREBIRD



On Display Tonight

MUSIC & REFRESHMENTS from 7 P.M. 'til 9 P.M.

Harry's

CADILLAC-PONTIAC CO.

69 Haywood St.

WE WERE NOT ONLY STAYING busy with regular performances , but
WE were even asked to present such things as NEW CARS. The
Above Advertisement appeared in The Asheville Citizen-Times Late
in 1966 .



IN THE BEGINNING - - - - -

On a warm summer night during the summer of 1965, four young men --- Bob GARNER, BRUCE METAGART, COLEMAN RAMSEY and Jim STOVER formed what was eventually to become the 'hottest' group in the South and the most popular recording group ever to arise from Asheville, NORTH CAROLINA.

Bruce, Bob and Coleman had been working together off and on for several months going under the name of "The DETOURS". With the addition of Jim, things began to happen. A sound was born! On this same summer night, GARY GARNER, a college student and brother of Bob GARNER, the drummer for the group, liked what he heard and decided to take the group under his wing and mold them into performers.

And so began the career of the Asheville-based group whose name fast became a household word --- "THE WUNZ"!



A successful musical group must work hard and practice for many long hours. "The Wunz" did just that for many weeks before appearing in public.

There were also times for fun and relaxation. In the pictures above, the group tries posing for publicity photos for the first time. Well-----



Boogabaloo Slated Tonight

Go-Go girls will be going strong when the Boogabaloo begins at Lee H. Edwards auditorium at 8 p.m. Saturday night, featuring outstanding bands of the Asheville area along with folk groups in a carnival of modern music. Bands participating in the show will

include The Wunz, The Shades, The Ron-de-Vouz, The Embyrs, The Souls, The Rogues, The Tensions, Bee Bumble and the Stingers and The Ultrasonics. Tickets may be purchased at the door.

The FIRST days WERE tough. The group had to settle for Small , Low-paying jobs at Long , Late hours. It seemed that all of their hard work and practice had been a waste.

In the picture above , Bob GARNER can be seen playing the drums during a practice session for a high school show. This along with other benefit engagements gave exposure to the group --- SOMETHING that later proved invaluable to their success.

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Jesse Ray Funeral Home until
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prior to the services.

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ulation programs have paved guest had left.



Boogabaloo Slated Tonight

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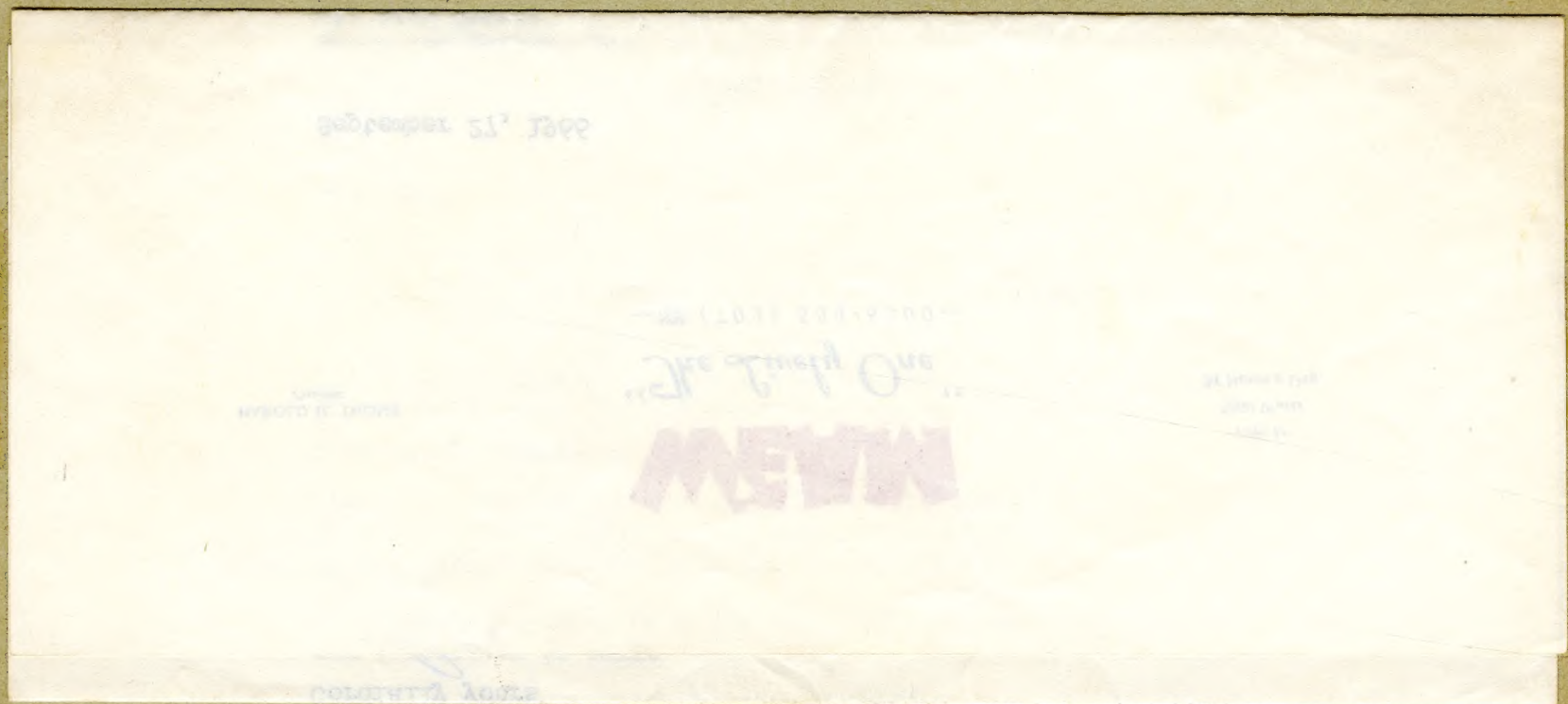
Boogabaloo Slated Tonight

The THOMS RADIO-TV Enterprises

Scenic Highway
Asheville, North Carolina 28804



Mr. Pete Garner
Hayes and Hopson, Inc.
20 South Spruce Street
Asheville, North Carolina 28801



Then came the letters --- encouragement from all parts of the country. The particular one above came from WEAH in Arlington, VA. We were also receiving air-play on such well-known stations as WLS - Chicago, WOWO - Ft. Wayne, and WNOX, Knoxville. The big, new 50,000 watt WXYZ in Greenville really gave us good air-play.

The THOMS RADIO-TV Enterprises

Scenic Highway
Asheville, North Carolina 28804



HAROLD H. THOMS
President

WEAM

"The Lively One"

— AREA
CODE (703) 534-8300 —

1390 kc
5000 Watts
24 Hours a Day

September 27, 1966

Mr. Pete Garner
Hayes and Hopson, Inc.
20 South Spruce Street
Asheville, North Carolina

Dear Pete:

On Thursday September 22 from 6 AM until Midnight we played the Wonderful Wunz record on WEAM, requesting telephone calls to determine its popularity.

The enclosed summary of the survey reveals an amazing expression of approval, with 102 who liked the record and only 16 who did not.

Since we consider our audience typical of one of the top ten major markets in the United States, there isn't any reason why this record should not be a big national hit.

If there is anything more you would like for me to do, please don't hesitate to call.

Cordially yours


Harold Thoms

HT:hm

Enclosure; Survey

September 28, 1966

MEMO FROM: Gary Garner
Bill Wolter

SUBJECT: Appearance prices for "The Fabulous Wunz".

The following prices have been accepted and approved by the above-named co-managers of "The Fabulous Wunz" on the date of this memo. These prices are to be followed at all times for all engagement dates. No one is to alter or change these prices in any way without the expressed written consent of one or both of the above-named co-managers. Exceptions can and will be made, but they must be approved first by the co-managers. In case of personal appearances other than dances, parties, etc., one or both of the co-managers must be contacted in order that a suitable fee may be agreed upon for such an appearance. All bookings are to be directly contracted through one or both of the co-managers at the following addresses:

Mr. Bill Wolter
Box 5342
Clemson University
Clemson, S.C. 29631

Mr. Gary H. Garner
Box 5546
Clemson University
Clemson, S.C. 29631

"The Fabulous Wunz" will be unable to appear anywhere for any reason if these regulations are not followed as expressly stated above.

PRICES: 1 (one)-hour performance-----\$75.00 (No Intermission).
2 (two)-hour performance-----\$125.00 (1-15 minute Intermission)
3 (three)-hour performance---\$175.00 (2-10 minute Intermission)
4 (four)-hour performance----\$225.00 (2-15 minute Intermission)

Approved and Signed:

Gary H. Garner
Co-Manager

William F. Wolter
Co-Manager

As record sales increased and the group's popularity spread, the managers felt it necessary to establish some definite terms regarding personal appearances. Thus, the above memo was drawn up and approved shortly after the release of the record.

Pardon Our Pride... But We Just Have To
Tell Everybody



James Brown's

"Papa's Got a Brand New Bag"

PARTS 1 & 2

KING RECORD 5999

Was taped in our New Modern Studios at

5457 OLD MONROE ROAD in
CHARLOTTE, N. C.

Picked by all Trade Papers to be in Top Ten.

*Track Record to Date in
Billboard Magazine:*

FIRST WEEK IN HOT 100.....	No. 80
SECOND WEEK IN HOT 100.....	No. 65
THIRD WEEK IN HOT 100.....	No. 44
FOURTH WEEK IN HOT 100.....	No. 30

And STILL Climbing!!!

James Says:

*"The finest sound we ever got
in any studio." We will do all of
our recording here."*

Why not let us handle all of
YOUR recording needs. Our equip-
ment is compatible with all other
MAJOR studios in the country. 1,
2 and 3 track Ampex, Neumann,
Telefunken, EMT, Pultec, etc.

CALL US NOW FOR STUDIO
AVAILABILITIES

HAL HARRILL, DON STRAWN, CLARA WALTHALL
Area Code 704-536-0424



ARTHUR SMITH STUDIOS

5457 Old Monroe Road

P. O. Box 17551

Charlotte, N. C. 28211 • Telephone 536-0424

To The right is A copy of a newspaper advertisement used by the managers shortly after the release of the record.

Below is the contract between the managers and the group which gave the managers a little something for their efforts.

For Your Dance and Show

it's

The Fabulous

WUNZ

Write or call today about information and open dates for the South's fastest rising group!

Exclusive Agents:

Gary Garner	Bill Wolter
P.O. Box 5546	P.O. Box 5342
Clemson University	Clemson University
Clemson, S.C. 29631	Clemson, S.C. 29631

Telephone: 803 654-3221

This contract and agreement has been entered into by the members of "The Fabulous Wunz" and the business managers whose signatures have been affixed hereto on the day and date and at the place below stated, for the mutual considerations and advantages to be derived herefrom, and constitutes the sole and complete agreement between the parties. No additions, changes, or other agreements shall be made except in writing and signed by the parties hereto.

1. The members of "The Fabulous Wunz" do hereby agree to pay a fee of 10% (ten percent) of their total earnings for a performance to the business managers whose signatures have been affixed hereto.
2. The members of "The Fabulous Wunz" are to understand that this 10% will be divided equally among the managers whose signatures are affixed hereto.
3. The business managers have the sole right to withhold any amount of money that they see fit for the purpose of increasing the Band Fund. It is to be understood that this amount is not in any set amount, and it may be increased or decreased at any particular time.

This contract and agreement entered into at Asheville, N.C. on the 20th day of November, 1966.

Witnessed, agreed to and signed:

Jim Stover
Bob Garner
Bruce McEggart
Chas. Thompson
Members of "The Fabulous Wunz"

Gary H. Garner
William F. Wolter
Co-Business Managers

Aug

(BILL OF SALE)
BOB LEDFORD'S USED CARS, INC.
HOME OF CLEAN USED CARS
185 Coxe Ave., Asheville, N. C.
Phone AL 4-3252

Date 9-17-66

Sold to Gary Hayes Garner
Address Asheville, N.C.

Year	Make	Type Body	Motor No.	Serial No.
	<u>Trailer</u>	<u>Homemade</u>		<u>NCX-273198</u>

Cash Selling Price \$ 125.00

Add Accessories \$

Sales Tax & Lic

BOB LEDFORD'S USED CARS, INC.
HOME OF CLEAN USED CARS
185 COXE AVE. PHONE AL 4-3252



Nº 1653

ASHEVILLE, N. C. 9-17-1966

Received of Gary Hayes Garner
Five hundred Twenty Five & 00/100 DOLLARS
Int.

\$ 125.00 THANK YOU BY J. Buckner

A hit recording meant more personal appearances. Thus we decided to buy our own means of transportation for the group's equipment. No more U-Hauls and overcrowded cars. WE NOW OWNED OUR OWN TRAILER.

(BILL OF SALE)
BOB LEDFORD'S USED CARS, INC.
HOME OF CLEAN USED CARS
185 Coxe Ave., Asheville, N. C.
Phone AL 4-3252

Date 9-17-66

Sold to Harry Hays Garner
Address 305 Rocking Horse, Asheville

Year	Make	Type Body	Motor No.	Serial No.
	<u>Trailer</u>	<u>Homemade</u>		<u>NCX-273198</u>

Cash Selling Price \$ 125.00
Add Accessories \$ _____
Sales Tax & Lic. \$ _____
Total Cash Price \$ 125.00
Less Trade In \$ _____

Year	Make	Type Body	Motor No.	Serial No.

Cash Difference \$ _____
Amount Owed on Trade in if any \$ _____
Total \$ 125.00
Cash Received \$ 125.00
Amount Financed \$ _____
☐ ACV—Fire & Theft ☐ ACV—Combined Additional Coverage
☐ ACV—Comprehensive ☐ ACV—Collision \$ _____ Deductible
Insurance \$ _____
Interest and Service \$ _____
Total Time Amount \$ _____

Payments	Each <input type="checkbox"/> Week <input type="checkbox"/> Month	For Months	Beginning

I hereby agree that any statement made by a salesman or agent of said Company, unless expressed in this agreement, shall not be binding upon said company. It is understood by me that the company does not guarantee the correctness of the speedometer reading, gas mileage, or model of said car, and I accept said car in its present mechanical condition.

It is agreed that the title of ownership of said car above described does not pass to me until final cash payment is made.

As part of the consideration of said car which I am purchasing from said company, I certify and represent that the car I am trading in is free from all encumbrances whatsoever, and that I am the legal owner of the same and have the legal right to sell the same, and that I am twenty-one years of age.

It is understood that the above sale is made subject to approval by an officer of said company and subject to my credit as a purchaser, being approved by the finance company through whom the same is to be financed.

It is further understood that there is no insurance on this vehicle unless specified here below or by further commitments on the part of the finance company.

Note:

BOB LEDFORD'S USED CARS, INC.

By Harry Hays Garner Purchaser

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public

My Commission expires _____

Address _____

LITHO BY INLAND

group's equipment. No more U-Hauls and overcrowded cars.
WE NOW OWNED OUR OWN TRAILER.

FREIGHT BILL, CONSIGNEE COPY
OVERNITE TRANSPORTATION CO.
 GENERAL OFFICES RICHMOND, VA.

No. **4- 300379**

CONSIGNEE **H481///MR GRAY H XGARNER 385 INKIMBERLY AVE** DESTINATION **ASHEVILLE NC 8 25 66GM** DATE **12-ASH**
 SHIPPER **KAYBANK RECORDING CORP 2241 N BREVARD ST** ORIGIN **CHAR NC** SHIPPER'S NO.

WAYBILL DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS BILLING (C. RULING)					DIV	PREV. L. REV.	OUR REV.	BEYOND LINE	SYD. L. REV.
NO. PKG.	DESCRIPTION OF ARTICLES AND SPECIAL MARKS					WEIGHT	RATE	PREPAID	COLLECT
5	PHONOGRAPH RECORDS HANDLE WITH CARE-----					100	M		250
								C. O. D.	
								C.O.D. FEE	
								TOTAL	

RECEIVED THE ABOVE PROPERTY IN GOOD CONDITION AND AS NOTED

DATE DELIVERED

4

Then

The

CAME

RECORDS.



CLARENCE A. O'BRIEN
and
HARVEY B. JACOBSON

WASHINGTON, D. C.

Copyright Memorandum

(Please Read Carefully Before Filling In)

There are two broad categories of copyrightable works: First, *unpublished* works; and secondly, *published* works.

For an *unpublished* work (manuscript musical compositions, paintings, photographs, oral works, etc.) the copyright term (28 years) begins on the date of actual registration in the Copyright Office (Library of Congress, Washington, D. C.)

For a *published* work (books, periodicals, printed musical compositions, etc.) copyright begins when the work is actually published bearing the statutory notice which is the symbol ©, accompanied by the name of the copyright proprietor and the year of publication, as for example: "© (Name of Owner) 19....." The date of publication is defined by the Statute as "the earliest date when copies of the first authorized edition bearing the copyright notice were placed on sale, sold or publicly distributed under authority of the copyright owner."

The copyright law provides that the application for registration of any work "shall specify to which of the statutory classes the work in which copyright is claimed belongs," (see reverse side). Therefore, and in order that filing may be accomplished without unnecessary correspondence and delay, please fill in such blank spaces as pertain to your particular case:

1. State briefly the nature of article or work.....
(Example: Book, lecture, sermon, musical composition, etc.)
2. Is it in *unpublished* form?.....
3. Is it *published* in copies for sale or distribution?..... } Answer
"Yes" or "No"
4. Print below (a) full legal name (b) address of copyright owner or owners.
(May be individual, firm or corporation)
(a)
(First) (Middle) (Last)
(b)
5. Print (a) name (b) citizenship and (c) address of author, if any
(a)
(First) (Middle) (Last)
(b)
(Citizenship MUST be given)
(c)
6. Give title of work.....
(Title MUST be included in formal application)
7. If work is not original but is revision of already copyrighted work give number of latter, plus title, author, etc.....
8. State day, month and year when article (bearing the above prescribed copyright notice) was first placed on sale, sold or otherwise publicly distributed
9. Work printed by
(Name of Printing Establishment)
Address of Printing Establishment (City and State)
10. Name of establishment that set type and/or made plates
11. (For a bound book) give name and address of binder
12. For a musical composition give the name, citizenship, and address of composer (and author of lyrics if different)
13. For a photograph or art work, print name, address and citizenship of: Painter, Artist, Sculptor or Photographer, as the case may be.
(Name)
(Address)
☐ Artist ☐ Artist-Sculptor ☐ Photographer
14. Any other information bearing on the case may be stated on the reverse side.

Submitted by.....
(Name of applicant for copyright)

Name of Local Lawyer (if any)

CLARENCE A. O'BRIEN
AND
HARVEY B. JACOBSON
711 FOURTEENTH STREET, N. W.
WASHINGTON 5, D. C.



Mr. Gary H. Garner
385 Kimberly Avenue
Asheville, North Carolina



CLARENCE A. O'BRIEN (1942)
HARVEY B. JACOBSON
JOHN H. LEWIS
JESSIE W. KARSTED
HOMER A. SMITH
ROBERT C. GARBER
JACOB SHUSTER
DAVID POLLACK
BURTON S. SCHEINER
FRANCIS N. GLADDING
EDWARD F. CONNORS, JR.

CLARENCE A. O'BRIEN
AND
HARVEY B. JACOBSON
PATENTS, TRADE-MARKS AND COPYRIGHTS
711 FOURTEENTH STREET, N. W.
WASHINGTON, D. C. 20005

COUNSEL
HARVEY B. JACOBSON, JR.
CABLE ADDRESS
"O PATENT" WASHINGTON
TELEPHONE
AREA CODE 202
EXECUTIVE 3-3380

July 19, 1966

Mr. Gary H. Garner
385 Kimberly Avenue
Asheville, North Carolina

In re: Copyright on Musical Compositions
(1) "GO THERE"
(2) "IF I CRY"

Dear Mr. Garner:

This will acknowledge your letter of July 14 relative to the above matters. We note we were recommended to you by Karl H. Straus, an attorney of Asheville. Needless to say, we are very grateful for his kind recommendation.

For your information, Federal copyright protection on musical works consisting of words and music can be obtained either in unpublished or in published form. If there is no present intent to reproduce copies of the sheet music for sale or distribution, then copyright in unpublished form should be obtained. For such purpose, please furnish us one copy of the sheet music for each composition.

If it is intended to sell copies of the sheet music as such, copyright should be obtained in published form in the first instance. This requires that copies of the sheet music be printed with the copyright notice appearing on the first page of each copy, after which the copies must be publicly sold or distributed. The copyright notice is the letter "C" enclosed in a circle or the word "Copyright", followed in either event by the full name or names of the owners of the copyright. After sale or distribution of copies bearing this notice the application for copyright can be prepared and filed in the Copyright Office. Two copies of the sheet music covering each work

CLARENCE A. O'BRIEN & HARVEY B. JACOBSON

Mr. Gary H. Garner

-2-

July 19, 1966

and bearing the copyright notice should be forwarded to us.

The total charge for the preparation and filing of an application for copyright and obtaining the Certificate of Registration is \$65.00, which amount includes the Government filing fee. It is necessary to prepare and file a separate application for each work, and a separate charge of \$65.00 will prevail.

Upon receipt of answers to the enclosed Copyright Memorandum, copies of the sheet music as above set forth and a remittance to cover the quoted charge, we shall be in a position to prepare and file the applications for registration.

Inasmuch as the songs are to be recorded, it will be necessary to file a "Notice of Use" in the Copyright Office immediately after recording the songs in order to protect the copyright therein. The charge incident to the "Notice of Use" is \$25.00. Only one "Notice of Use" is required, since both works can be included therein.

Trusting the foregoing fully informs you herein, we remain

Cordially yours,

CLARENCE A. O'BRIEN & HARVEY B. JACOBSON

By

Robert C. Barber

RG:am

DATE AUGUST 1, 1960

ASSIGNMENT OF RECORD MASTER TO: Pyramid Records

THE FOLLOWING WILL CONFIRM THE AGREEMENT BETWEEN US:

I HEREBY WARRANT AND REPRESENT THAT THE UNDERSIGNED, Ray H. Lanier

IS THE SOLE OWNER OF THE ENTIRE RIGHT, TITLE AND INTEREST IN AND TO THE MASTERS OF THE PHONOGRAPH RECORDINGS AND THE PERFORMANCES EMBODIED THEREIN OF THE MUSICAL COMPOSITION IF I CAN GET IT

RECORDED BY THE

AND I WARRANT AND REPRESENT THAT ALL OF THE ARTISTS, MUSICIANS AND ALL OTHER PERSONS, FIRMS, CORPORATIONS, TRADE UNIONS AND GUILDS, WHO MAY HAVE BEEN IN ANY WAY INTERESTED IN OR ASSOCIATED WITH THE MAKING OF SAID RECORDINGS, HAVE BEEN PAID IN FULL.

I FURTHER WARRANT AND REPRESENT THAT I HAVE THE RIGHT TO ASSIGN, SELL, TRANSFER AND TURN OVER TO YOU SAID MASTERS AND/OR TAPES TOGETHER WITH THE RIGHT TO MANUFACTURE, DISTRIBUTE AND SELL PHONOGRAPH RECORDS OF THE PERFORMANCES EMBODIED IN SAID MASTERS AND TAPES. I DO HEREBY ASSIGN, SELL, TRANSFER AND TURN OVER TO YOU ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE SAID MASTERS AND/OR TAPES INCLUSIVE OF BUT NOT LIMITED TO THE EXCLUSIVE RIGHT TO MANUFACTURE AND SELL PHONOGRAPH RECORDS THROUGHOUT THE WORLD FROM THE PERFORMANCES EMBODIED THEREIN.

I SHALL PROMPTLY UPON SIGNING OF THIS AGREEMENT, TURN OVER TO YOU ALL OF THE MASTERS AND TAPES THAT I HAVE WITH RESPECT TO THESE RECORDINGS. IN CONSIDERATION HEREOF, YOU AGREE TO PAY TO ME WITHIN FORTY-FIVE DAYS AFTER DECEMBER 31ST AND JUNE 30TH OF EACH YEAR FOR THE PERIOD ENDING EACH SAID DECEMBER 31ST AND JUNE 30TH, A ROYALTY OF 4 PERCENT OF THE RETAIL LIST PRICE FOR NINETY (90%) PERCENT OF ALL RECORDS PRESSED AND SOLD WHICH CONTAIN SAID MASTERS ON BOTH SIDES THEREOF, AND ONE-HALF ($\frac{1}{2}$) SUCH AMOUNT FOR NINETY (90%) PERCENT OF ALL RECORDS PRESSED AND SOLD WHICH MAKES USE OF SAID MASTERS ON ONLY ONE SIDE THEREOF. I SHALL PAY THE ARTISTS ROYALTIES, IF ANY, OUT OF THE MONIES RECEIVED FROM YOU AND YOU AGREE TO PAY ALL MECHANICAL ROYALTIES FOR THE USE OF MUSIC ON SAID RECORDS PURSUANT TO ARRANGEMENTS WHICH YOU SHALL MAKE WITH THE COPYRIGHT OWNERS.

WE HEREBY WARRANT THAT TO DATE, WE HAVE MANUFACTURED 0 NUMBER OF RECORDS. WE FURTHER WARRANT THAT WE SHALL NOT MANUFACTURE ANY RECORDS IN EXCESS OF SAID AMOUNT.

WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THE RIGHTS HEREBY GRANTED BY ME TO YOU INCLUDE THE FOLLOWING:

(A) THE RIGHT TO MANUFACTURE, SUB-LEASE, LICENSE, ADVERTISE OR OTHERWISE USE OR DISPOSE OF IN ANY AND ALL FIELD OF USE, OR TO REFRAIN THEREFROM, DEVICES FOR THE REPRODUCTION OF SOUND EMBODYING THE PERFORMANCES RECORDED AND THE SAID MASTERS UPON SUCH TERMS AND CONDITIONS AS YOU SHALL DESIRE OR MAY AGREE.

(B) THE RIGHT TO SUB-LEASE TO ANY PERSON, FIRM OR CORPORATION MATRICES, MOTHERS OR STAMPERS OF ANY OF THE SAID MASTERS AND TO GRANT THE RIGHT TO ANY SUCH PERSON, FIRM OR CORPORATION TO PRESS AND SELL RECORDS THEREFROM.

(C) THE RIGHT TO RELEASE, ADVERTISE AND SELL RECORDS PRODUCED FROM THE SAID MASTERS, AND TO PERMIT OTHERS TO DO SO, UNDER THE TRADE-MARK OR NAME AS YOU SHALL DESIRE OR MAY AGREE.

(D) THE RIGHT TO USE AND ALLOW OTHERS TO USE THE NAME, LIKENESS AND BIOGRAPHY OF EACH ARTIST WHOSE PERFORMANCE IS EMBODIED IN THE SAID MASTERS IN CONNECTION WITH THE PROMOTION OF RECORDS PRESSED THEREFROM.

(E) THE SOLE AND EXCLUSIVE RIGHT TO PERFORM PUBLICLY, OR TO PERMIT THE PUBLIC PERFORMANCE, BY MEANS OF RADIO BROADCAST OR OTHERWISE, OR TO REFRAIN THEREFROM, OF RECORDS PRESSED FROM THE SAID MASTERS.

(F) THE SOLE AND EXCLUSIVE RIGHT IN AND INCLUDING THE RIGHT TO USE AND CONTROL THE USE OF SAME, THE SAID MASTERS, THE MATRICES, MOTHERS, STAMPERS AND RECORDS PRODUCED FROM THE SAID MASTERS, AND THE PERFORMANCES EMBODIED THEREIN, IN THE TERRITORIES HEREINABOVE SPECIFIED.

(G) YOU WILL HAVE EXCLUSIVE RIGHT TO THE NEXT RELEASE PERFORMED BY THE GROUP COVERED BY THIS CONTRACT.

THE GROUP COVERED BY THIS CONTRACT RECEIVES, UNDER THE PYRAMID RECORDS EXPOSURE PLAN, A QUANTITY OF RECORDS FOR ITS OWN USE. THE GROUP MAY AT ANY TIME ORDER ADDITIONAL RECORDS FOR ITS OWN USE, AT 30 CENTS PER RECORD, IN MINIMUM ORDERS OF 200 AT A TIME. RECORDS PURCHASED BY THE GROUP ARE NOT SUBJECT TO ROYALTY PAYMENTS.

SHOULD THE FOREGOING SET FORTH OUR UNDERSTANDING, KINDLY HAVE YOUR PROPER OFFICERS SIGN ON THE LINES BELOW PROVIDED FOR SIGNATURE TO INDICATE YOUR AGREEMENT HERETO.

AGREED TO AND ACCEPTED:

Ray H. Lanier

388 Kimberly Ave. Delmar, DE

AGREEMENT made this 16TH day of AUGUST
CLAY MUSIC CORP., P. O. Box 17551, Charlotte, N. C., hereinafter designated as PUBLISHER and

19 66 between

JAMES MICHAEL STIVER

jointly and/or severally designated as WRITER.

W I T N E S S E T H

(1) The Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all of his rights, title and interest in and to a certain heretofore unpublished original work, as annexed hereto, written and/or composed by the Writer, now entitled,

"IF I CRY" & "PLEASE"

including the title, words and/or music thereof, as well as the entire exclusive right to publicly perform and televise, together with the right to secure copyrights and renewals therein throughout the world, as proprietor in its own name, or otherwise, and to

Full Copyright to & ownership of
James Michael Stiver

After what everyone felt WAS A highly successful recording session came the business end of the deal --- the signing of copyright papers and contracts. Now all we had to do was go home, sit back and relax (if possible) and wait for the release of the record. The flip side was another of Jim's originals called "PLEASE", which, by the way, WAS actually conceived the night before we went to record.

AGREEMENT made this 10TH day of AUGUST 1966 between
CLAY MUSIC CORP., P. O. Box 17551, Charlotte, N. C., hereinafter designated as PUBLISHER and

JAMES MICHAEL STONER

jointly and/or severally designated as WRITER.

W I T N E S S E T H

(1) The Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all of his rights, title and interest in and to a certain heretofore unpublished original work, as annexed hereto, written and/or composed by the Writer, now entitled, "IF I ONLY HAD A DREAM"

including the title, words and/or music thereof, as well as the entire exclusive right to publicly perform and televise, together with the right to secure copyrights and renewals therein throughout the world, as proprietor in its own name, or otherwise, and to have and to hold the said work, copyrights and renewals thereof and all rights of whatsoever nature thereunder existing.

(2) The Writer hereby warrants that the said work is his sole, exclusive and original work, that he has full right and power to make the within agreement, and that there exists no adverse claim to or in the said work, which is free from all liens and encumbrances whatsoever.

(3) In consideration of this Agreement, the Publisher agrees to pay the Writer, jointly, the following royalties:

(a) 3c per copy, in respect of regular piano copies and/or orchestrations, sold in the United States and for which the Publisher received payment.

(b) 50% of the net amount received by the Publisher, in respect of any licenses issued authorizing the manufacture of parts of instruments serving to mechanically reproduce said works on phonograph records in the United States and Canada.

(c) 50% of the net amount received by the Publisher, in respect of regular piano copies and/or orchestrations sold and paid for in any foreign country.

(4) The Publisher agrees to render to the Writer on or about February 15th, and August 15th of each year, so long as it shall continue publishing or licensing said work, covering the six months ending December 31st, and June 30th, of each year respectively, royalty statements accompanied by remittance of the amount due.

(5) The Publisher shall have the right to alter, change, edit or translate the work or any part thereof, in any way it may be necessary. In the event it be necessary for the Publisher to cause lyrics to be written in other languages for and as part of the work, the publisher shall in such event have the right to deduct from heretofore agreed royalties payable to the Writer, the cost or obligation, thereof, but in no event more than a sum equal to one-half. The Publisher shall deduct 10% from writer royalties to offset collection and bookkeeping costs. Notwithstanding anything set forth in paragraph (2) of this agreement, it is agreed between us that in respect of the first recording of each of the compositions embraced in this agreement recorded on a label owned or controlled by the publisher, royalties will be paid on said first recording of each composition on the basis that the rate of royalty granted is one cent on each record manufactured and sold under said label.

(6) The Writer hereby grants and conveys an irrevocable power of attorney authorizing and empowering the Publisher, its nominees, successors and assigns, to administer any and all rights in and to the said work, and collect and receive any and all the fees therefrom; also file application and renew the copyrights in the name of the Writer and upon such renewals, to execute proper and formal assignments thereof so as to secure to the Publisher, its successors and assigns, the renewal terms of in and to said copyrights and/or works.

(7) The Writer hereby agrees to indemnify and save harmless the Publisher against any loss, expense or damage by reason of any adverse claims made by others with respect to the work, and agrees that all expenses incurred in defense of any such claims, including counsel fees, as well as any and all sums paid by the Publisher, pursuant to a judgment, arbitration or any settlement or adjustment which may be made in the discretion of the Publisher, or otherwise, shall at all times be borne by the Writer, and may be deducted by the Publisher from any money accruing to the Writer under this agreement or otherwise.

(8) The Writer agrees that he will not assign this Agreement nor any sums that may become due hereunder, without the written consent of the Publisher first endorsed hereon.

(9) Except as otherwise herein provided, this Agreement is binding upon the parties hereto and their respective successors in interest.

(10) This agreement covers 2 compositions.

Jimmy Stoner

779 Haywood Rd. W. Asheville, N.C.

Lillian P. Stoner

779 Haywood Rd. Asheville, N.C.

Writer

Address

Publisher: CLAY MUSIC CORPORATION

By

NEEDLESS TO
SAY, WE ALL
WERE PLEASED
TO SEE WHO
HAD USED THE
STUDIO PRIOR
TO US. WE
COULD ONLY
HOPE THAT
OUR RECORD
WOULD DO
AS WELL AS
"PAPA"!

Pardon Our Pride... But We Just Have To
Tell Everybody



James Brown's

"Papa's Got a Brand New Bag"

PARTS 1 & 2

KING RECORD 5999

Was taped in our New Modern Studios at

5457 OLD MONROE ROAD in

CHARLOTTE, N. C.

Picked by all Trade Papers to be in Top Ten.

*Track Record to Date in
Billboard Magazine:*

FIRST WEEK IN HOT 100.....	No. 80
SECOND WEEK IN HOT 100.....	No. 65
THIRD WEEK IN HOT 100.....	No. 44
FOURTH WEEK IN HOT 100.....	No. 30

And STILL Climbing!!!

James Says:

*"The finest sound we ever got
in any studio." We will do all of
our recording here."*

Why not let us handle all of
YOUR recording needs. Our equip-
ment is compatible with all other
MAJOR studios in the country. 1,
2 and 3 track Ampex, Neumann,
Telefunken, EMT, Pultec, etc.

CALL US NOW FOR STUDIO
AVAILABILITIES

HAL HARRILL, DON STRAWN, CLARA WALTHALL

Area Code 704-536-0424



ARTHUR SMITH STUDIOS

5457 Old Monroe Road

P. O. Box 17551

Charlotte, N. C. 28211 • Telephone 536-0424

IF I CRY

Jim STOVER had been writing and arranging songs long before he ever joined the other boys to form "The Wunz". His repertoire was composed of original compositions from slow, folk-type songs to plain, everyday rock 'n roll.

"The Wunz", as a group, performed several of Jim's original songs at different times and different places. They were received well by the people, but nothing extravagant ever became of them.

Then Jim came up with "IF I cry". In the early summer of 1966, the group entered a local contest sponsored by the Asheville Jaycees. The group won First Place in the "most original composition" category for "IF I cry". A beautiful trophy was presented to the group, but perhaps more important was the encouragement received from a local disc-jockey who was the m.c. for the show. Joe Brown of WISE radio suggested that we try to record the song.

After 5 days, return to
MYRTLE BEACH FARMS COMPANY
Box 1175
MYRTLE BEACH, S. C. 29577



Mr. Gary H. Garner

385 Kimberly Ave.

Asheville, N. C.

The next step was to extend our performances to other parts of the country. The popular MYRTLE BEACH Pavilion seemed like an appropriate starting point. First, we had to write and find out when auditions began for the summer season of 1966.

After 5 days, return to
MYRTLE BEACH FARMS COMPANY
Box 1175
MYRTLE BEACH, S. C. 29577



The Beach, South Carolina
February 10, 1966

Mr. Gary H. Garner
385 Kimberly Ave.
Asheville, N. C.

Dear Mr. Garner:

The Pavilion will be open with auditions every Sunday afternoon from 2:00 P. M. to 5:00 P. M.

Will be glad to see you any time.

Yours very truly,

MYRTLE BEACH PAVILION &
AMUSEMENT PARK

[Handwritten signature]
Garner

M

Myrtle Beach Farms Company



P. O. Box 1175
Myrtle Beach, South Carolina

March 26, 1966.

With the arrival of this letter, WE WERE pretty-well decided as to an audition date. Everyone in the group was very excited about traveling and playing in a 'foreign' city for completely new audiences. OF COURSE, this meant more practices and harder work. With the dates we already had booked plus the regular practice sessions, the group's time became devoted to music. Then came a most unexpected interruption - - -

Myrtle Beach Farms Company



P. O. Box 1175
Myrtle Beach, South Carolina

March 26, 1966.

Mr. Gary Gardner,
385 Kimberly Ave.,
Asheville, N.C.

Dear Mr. Gardner,-

Answering your letter of the 14th,
Easter Sunday would be a bad time to come for an audition, as we would probably not have the time that day to listen to your band.

Any other Sunday of your choice would
be satisfactory.

Sincerely,

Myrtle Beach Pavilion and Amuse Park,

Earl E. Husted

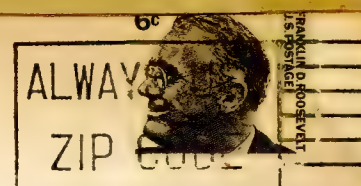
Earl E. Husted - Manager. *E*

*Gary - Thought you might want this - why
don't you go the Sunday after Easter - you can
get it all arranged while you are home -
dad -*

music. Then came a most unexpected interruption - - -



CUSTOM RECORDING
& SOUND INC.
P. O. BOX 3961, PARK PLACE
GREENVILLE, S. C. 29608



Mr. Gary Garner, Mgr.
THE FABULOUS WUNZ
385 Kimberley, Ave.
Asheville, NC. 28804

NOV 11 1966		No. 390
Received of WONDERRFUL WUNZ		
FIVE & 00/100		Dollars
For TAD R		
Previous Balance \$	CUSTOM REC & SOUND	
Amount Paid \$	5.00	
Balance Due \$	By Bob Edwards	

Then came our first Recording date. Bob Edwards had a small studio in Greenville, South CAROLINA. The group went down one Saturday to cut an audition tape. The tape didn't turn out as well as expected, but the group realized what had to be improved in order to become a top recording band.

HOME PHONE 253-4081

JAMES WELBORN

DUNHAM'S MUSIC HOUSE
OFFICE AL 3-3393
ASHEVILLE, N. C.

DUNHAM'S MUSIC HOUSE, INC.

62 PATTON AVE.
ASHEVILLE, N. C.

REFERENCE	CHARGES	PAYMENTS	DATE	BALANCE
		70.50	10-22-66	BOA

THIS IS YOUR RECEIPT OF PAYMENT
KEEP IT FOR YOUR RECORDS

And with Success CAME
The bills - - - - -

\$10.00 4-17 1966 No. 664
RECEIVED OF Bruce McTaggart.
Ten and 00/100 DOLLARS
By M. H. H.

And more bills - - - - -

1-13 1967
RECEIVED OF The "Shun"
Fifteen and 00/100 Dollars
Entry fee
\$15.00 I. M. Hays
NO. 1361 "THE EFFICIENCY LINE"

No. 5917 Asheville, N. C. November 1966
Received of Larry H. Garrison
Address 385 Kimberly
Fifty Dollars
Department for loud speakers
for which please accept our thanks.
YOUNG WOMEN'S CHRISTIAN ASSOCIATION.
\$50.00 Per Edna D. Allison

As business improved, the paperwork and manager responsibilities grew larger. Thus, GARY took on Bill Wolter -- a fraternity brother -- as a partner. This is a copy of the 2nd contract blank used by the group.

Gary H. Smith
Manager
250 Kimberly Avenue
704-252-1949

"THE FABULOUS WUNZ"

For Dance and Show

Asheville, N.C.

The Name of The group was changed again at this time. "Fabulous" was added to give the group an extra kick.

William F. Willey
Manager
14 Luther Street
704-252-1049

CONTRACT BLANK

This contract for the personal services of musicians, made this _____ day of _____ between the undersigned employer and _____ musician and vocalists.

WITNESSETH: that the employer employs the personal services of the employees, as musicians severally, and the employees severally, through their representative, agree to render collectively to the employer services as musicians in the band under

the leadership of _____ according to the following terms and conditions:

Place of Employment: _____

Date of Employment: _____

Length of Employment: _____

Place of Employment: _____

Date of Employment: _____

The payment of the employees to perform is subject to payment detention by sickness, accident or other conditions beyond the control of the employees.

Additional Terms: _____

Accepted: _____

Employee

Accepted: _____

Manager

Accepted: _____

Witness

Accepted: _____

With business came
contracts and paper
work. This is a copy
of the original "WUNZ"
contract blank.

CONTRACT BLANK

"THE WUNZ"

GARY GARNER, Mgr.

385 Kimberly Ave.
Telephone:

Asheville, N.C.
252-1946

THIS CONTRACT for the personal services of _____
consisting of _____, made this day of _____, 19____, between the undersigned
employer and _____
(Name of manager)

Name and address of place of engagement _____

Date(s) of Employment _____

Hours of Employment _____

Type of Engagement _____

Wage Agreed Upon \$ _____

To be paid by Deposit \$ _____, Balance Payable _____

DEPOSIT RECEIVED _____

In such an event as sickness, accident, or conditions beyond the control
of the artists, any deposit will be immediately refunded to the Employer.

(Employer's Name)

(Leader's Name)

(Signature)

(Signature)

(Street Address)

(Street Address)

(City)

(State)

(City)

(State)

(Date)

(Date)



With The RELEASE of the record came a need for publicity pictures to be mailed out to booking Agencies and for newspaper use.

pardon Our Pride... But We Just Have To
Tell Everybody



James Brown's

"Papa's Got a Brand New Bag"

PARTS 1 & 2

KING RECORD 5999

Was taped in our New Modern Studios at

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Picked by all Trade Papers to be in Top Ten.

*Track Record to Date in
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FIRST WEEK IN HOT 100.....	No. 80
SECOND WEEK IN HOT 100.....	No. 65
THIRD WEEK IN HOT 100.....	No. 44
FOURTH WEEK IN HOT 100.....	No. 30

And STILL Climbing!!!

James Says:

*"The finest sound we ever got
in any studio." We will do all of
our recording here."*

Why not let us handle all of
YOUR recording needs. Our equip-
ment is compatible with all other
MAJOR studios in the country. 1,
2 and 3 track Ampex, Neumann,
Telefunken, EMT, Pultec, etc.

CALL US NOW FOR STUDIO
AVAILABILITIES

HAL HARRILL, DON STRAWN, CLARA WALTHALL
Area Code 704-536-0424



ARTHUR SMITH STUDIOS

5457 Old Monroe Road

P. O. Box 17551

Charlotte, N. C. 28211 • Telephone 536-0424

"If I Cry"

If you didn't leave me
I'd be a happy guy

It's just not right, that everynight
I sit alone and cry.

Through these tearfilled eyes I see
The things you've planned are not for me
So I will live in misery
Especially ... if I cry.



Committee Chairmen

TRANSPORTATION

Bob Ward

TECHNICAL

John Dozier

PUBLICITY

John Matthew

HOUSING

Jim Sutherland

ADVISORY

Terry Richardson

DECORATION

Terry Alexander

TICKETS

Stan Von Hofe

SEATING

Ted Delessenine

Junior Follies

Directed by
FRANK COPELAND
MIKE CLICK

1966 Program

Master of Ceremonies
DAN BOWEN

The Village Squares . . . Ga. Tech
Salley Hobson . . . Anderson
Rockin' Folk . . . Clemson
Go-Go Girls . . . Winthrop
Jazztet . . . Clemson
The Wunz . . . Asheville
Betty Jane Stone . . . Winthrop
We Folk . . . U. T.
Clemson Cloggers



CLEMSON

JUNIOR
FOLLIES

Junior Class Officers

PRESIDENT	RANDY MAH
VICE-PRESIDENT	CHARL
SECRETARY	JIM
TREASURER	DAVE

"THE WUNZ"

% GARY GARNER

385 KIMBERLY AVE.

ASHEVILLE, N. C. 28803

For Dance and Show

IT'S

THE FABULOUS

"WUNZ"

GARY GARNER, MGR.
252-1946

385 KIMBERLEY AVE.
ASHEVILLE, N. C.

In order to give the group the professional touch, business envelopes and business cards were printed. All contracts and correspondences were mailed in the business envelopes. A business card was also included with each letter or contract that was sent out. This form of advertisement proved very effective in the weeks to come.

"THE FABULOUS WUNZ"

For Dance and Show

Gary H. Garner
Manager
385 Kimberly Avenue
704-252-1946

Don Taylor
Booking Agent
131 Castle Rock Road
704-667-4140

Asheville, N. C.

CONTRACT BLANK

This contract for the personal services of musicians, made this _____ day of _____ between the undersigned employer and _____ musicians and vocalists.

WITNESSETH: that the employer employs the personal services of the employees, as musicians severally, and the employees severally, through their representative, agree to render collectively to the employer services as musicians in the band under

the leadership of _____, according to the following terms and conditions:

Place of Employment: _____

Date of Employment: _____

Hours of Employment: _____

Price Agreed Upon: _____

To Be Paid: _____

The agreement of the employees to perform is subject to proven detention by sickness, accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the employees.

Additional Terms: _____

Employer: _____

Accepted: _____

Employer

Address: _____

Accepted: _____

Manager

City and State: _____

Accepted: _____

Phone No.: _____

Booking Agent

July 14, 1966

O'Brien & Jacobson
Attorney's at Law
711 14th Street
Washington, S. C.

Dear Sirs:

Mr. Karl H. Straus, Asheville Attorney, has referred me to you concerning a copyright matter.

As business manager for a local band here in Asheville, I wish to inquire about obtaining a copyright for two songs written by the boys in the band. We are planning to have these songs recorded in the very near future. Both songs, "Go There" and "If I Cry", are original compositions.

I would appreciate your handling this matter for me as soon as possible. Please advise at once if you need any further information.

Yours truly,

GARY H. GARNER, MANAGER
"THE WUNZ"

385 Kimberly Avenue
Asheville, N. C.

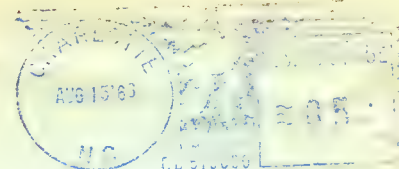
COPY



ARTHUR SMITH STUDIOS

5457 OLD MONROE ROAD
P. O. BOX 17551
CHARLOTTE, N. C. 28211

THE FINEST
IN RADIO PRODUCTION
AND
MONO & STEREO
RECORDING



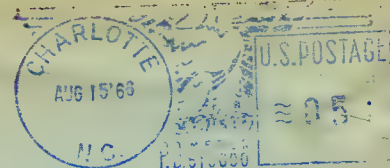
64 David Dr.

Mr. Gary Garner, Manager
The WUNZ
385 Kimberley Avenue
Asheville, North Carolina



ARTHUR SMITH STUDIOS
5457 OLD MONROE ROAD
P. O. BOX 17551
CHARLOTTE, N. C. 28211

THE FINEST
IN RADIO PRODUCTION
AND
MONO & STEREO
RECORDING



DR.



ARTHUR SMITH STUDIOS

5457 Old Monroe Road
P. O. Box 17551
Charlotte, N. C. 28211 • Telephone 536-0424

September 9, 1966

Mr. Gary H. Garner
385 Kimberly Avenue
Asheville, North Carolina

Dear Mr. Garner:

I have talked with Bib Distributing Company and their records were delivered September 7. They now have them in stock and who ever wishes may contact them. They have a salesman who will be calling on the Asheville area.

One thing that might interest you and the boys, yesterday, while driving to Greensboro, we were listening to Radio WCOG and heard "If I Cry" being played. We really have high hopes for this record and Pyramid has said they will go all out on promotion.

Best regards,

Hal S. Harrill
Hal S. Harrill
General Manager

HSH/lw

STUDIO: Neumann telefunken mikes, hammond church organ, steinway grand piano DISC: 45 33 1/3 rpm CONSOLE: 14 inputs

TAPE: ampex recorders monaural or stereo

ECHO: box, tunnel, tape, reverberation, Compression-Equalization

Happy
Thanksgiving!

Sky High



SKY HIGH

Which Wunz?
Find Out On
Page 3

Volume XXXVIII, No. 3

Tuesday, November 22, 1966



The Fabulous Wunz Plan Second Record

Do you know of a group that has a record out and another one on the way? Well, now here's your chance. The Fabulous Wunz are seniors at Lee Edwards, better known as Coleman Ramsey, Jim Stover, Bobby Garner and Bruce McTaggart.

You might remember them from the open-house in the Lee Edwards lunchroom, or you could recall seeing them last May at the City Auditorium where they won a trophy for the best original composition in the Festival of Sounds Unlimited.

Bruce McTaggart plays the lead guitar, Coleman Ramsey—bass guitar, Jim Stover—rhythm guitar, and Bobby Garner—drums. Gary Garner, Bobby's brother is the Wunz's manager and leader.

The Wunz got started in 1963, when Coleman met Bob one day while practicing for a show at David Millard. They didn't play together very much because they had other interests. One day, Bob called Coleman and asked if he could get another guitar player. This would make it possible for them to play during intermission at the New Year's Ball in the City Auditorium. He had heard of a fellow by the name of Bruce McTaggart that could play the guitar. In his last hope, he called Bruce and "they all fitted in tight." They needed a rhythm guitar, so another search began. After trying several people, they met a lad by the name of Jim Stover. In the summer of '65, the

Wunz' had their first practice.

When asked how the group got its name Coleman said, "Our first name was 'The Groupe', but that wasn't the name we wanted. One day Bruce said, Let us be called 'The Wunz' and it was so."

Their record, "Please"/"If I Cry," was released August 26, 1966. The record made every "name" of the week on WISE radio, and was also the most requested song. It made a very high national rating in Washington, D. C., and was the selected Pick Hit of the Week in Raleigh. The record was played on over 200 stations, including Fort Wayne, Ind., and Chicago, Ill.

When Bruce was asked if he considered their record rock 'n roll, he replied, "No! It's of the Wunz Phylum!"

Have you tried to pattern your group after any other group? Coleman—"Some people say we copy the Beatles but we DON'T. When we first started out the Beatles did influence us. We do some of their material ONLY because it's popular and most of it is good to dance to. The OLD "Wunz" used to do only Beatle songs but we've got ourselves now. We are copying no one and we never will!"

The Wunz are planing to record another record, "Go There"/"Won't You Love Me Too," which is also written by Jim Stover. Jim says that he was inspired by—"A girl, money, fame, more money, a girl, more money, and last, but not least,

money."

Have you had any previous musical experience?

Bruce—"trumpet."

Coleman—"baritone."

Jim—"I sing in the bathtub."

The Wunz have all previously been in other groups. They are: Jim—The Ruddy Mummies, Coleman—The Del-vons, and The Beatours, Bruce—The Del-vons, and Bob—The Beatours.

When asked if the experience had helped him, Jim said — "No — I learned three chords. Now I know four."

The Wunz hope to pursue their career as a group. When asked if they got along together well, Coleman replied, "We disagree at times, but we're only human."

With The Record
CAME SUCCESS.
With SUCCESS
CAME publicity,
interviews and
Newspaper write-
ups.

How CAN WE
EVER FORGET
JOE BROWN,
MIKE SUMNER,
ED DYER and
ALL the d.j.s
AT WISE for
their help.



Serenade For A Plucky Lady

The world of Mrs. Katherine Phillips Bryson is reflected in a mirror. But 16 years in an iron lung have not diminished her interest in such things as folk songs, baseball, people. And so last week the Wunz Band, made up of Lee Edwards High School juniors, gave her a private performance. The group has been together for approximately eight months, has written two songs, "If I Cry" and "Go There," and the boys hope to record soon. They have played at most of the county and city high schools, at Clem-

son College, and privately sponsored dances held at the Asheville Country Club and Battery Park Hotel. They have engagements at Myrtle Beach and Atlanta for this summer. The group includes (L-R): Coleman Ramsey, bass guitar; Bruce McTaggart, lead guitar; Bobby Garner, drums; and Jimmy Stover, rhythm guitar. Mrs. Bryson, the mother of four, was stricken with paralytic polomyelitis in August, 1950, the day before her youngest daughter was born. (Staff Photo by Malcolm Gamble)

Tally Sheet
from WEAM
ARLington, VA.

-- MEMO --

To : Harold H. Thoms
From : Harry H. Averill
Subject : Wonderful Wunz Record
Date : FRIDAY, September 23, 1966

Here are the results of the calls expressing an opinion
on the record by The Wonderful Wunz. We only took calls
for 10 minutes following each play of the record.

<u>Time</u>	<u>Liked</u>	<u>Didn't</u>
6-9 AM	5	1
9-N	10	2
N-3 PM	17	4
3-6 PM	36	4
6-Mid.	34	5
Total	<u>102</u>	<u>16</u>



Harry H. Averill

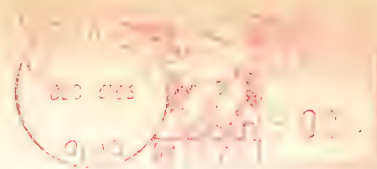
HHA/kq

SEP 26 1966



RECORDS, INC.

1540 BREWSTER AVE., CINCINNATI, OHIO 45207



Mr. Gary H. Garner
385 Kimberly Avenue
Ashville, North Carolina

With things going as well as they were, WE felt that perhaps WE could interest the "big boys" in some of our original material. Since James Brown had just finished recording his million-seller -- "Papa's Got A BRAND NEW BAG" -- at the same studio where WE recorded, WE felt that perhaps his 'home' label -- King Records -- would be a good starting point.



RECORDS, INC.

1540 BREWSTER AVE. CINCINNATI, OHIO 45207



RECORDS

inc.

1540 BREWSTER AVE., CINCINNATI, OHIO 45207

December 5, 1966

area code - 513
S.Nathan 751-1910
Purchasing 751-3522
Shipping 751-2211
281-9202

Mr. Gary H. Garner
385 Kimberly Avenue
Ashville, North Carolina

Dear Mr. Garner:

Your letter addressed to Mr. Nathan has been
handed to me.

I will be happy to hear some original, unpublished
things by your group.

Sincerely,

Louis Innis
A&R Director



RECORDS, INC.

1540 BREWSTER AVE., CINCINNATI, OHIO 45207



Mr. Gary H. Garner
385 Kimberly Avenue
Ashville, North Carolina 28803

JAN 12 '67

1540 BREWSTER AVE., CINCINNATI, OHIO 45207



RECORDS

CODE
FORM
IN 5074 REF-10

381-8503
381-8503
381-8503
381-8503
381-8503



RECORDS, INC.
1540 BREWSTER AVE., CINCINNATI, OHIO 45207



area code • 513
S. Nathan 751-1910
Purchasing 751-3522
Shipping 751-2211
281-9202

1540 BREWSTER AVE., CINCINNATI, OHIO 45207

January 12, 1967

IN REPLY REFER TO
FORM -
CODE -

Mr. Gary H. Garner
385 Kimberly Avenue
Ashville, North Carolina 28803

Dear Mr. Garner:

I would suggest you make tapes on the group doing their original unpublished material and sending them in to me.

I will get back to you as soon as I give the boys tape a good listen.

Sincerely,

Louis Innis
A&R Director

LI/glk

SPECIAL SONGWRITERS' SECTION

A special section of each issue of MUSIC WORLD is devoted exclusively to items of interest to songwriters. These, coupled with the other general music news carried in MUSIC WORLD, give you a quick, up-to-date picture of what's going on in the entire music field!

Co-Writing: Written Agreements Advisable

A majority of today's popular and most successful songs are "co-written". This means that two or more writers have teamed up and contributed their talents to the creation of the finished song.

In some cases, parts of both the words and music of the finished song may have been written by each of the co-writers or collaborators, but more often than not one person writes the words and the other the music.

In general, collaborators share equally, or "50-50", in any proceeds from the song.

Sounds like a simple, uncomplicated thing, doesn't it? And, it may well be. On the other hand, lots of problems and misunderstandings can and do develop between collaborators. This is why it is wise to have some sort of written collaboration agreement when you decide to co-write songs with some other individual. With a written agreement, it is less likely that misunderstandings can develop,

since each writer will have a written, signed copy of the understanding and agreement.

With this in mind, we are reproducing below a sample "collaboration agreement", originally prepared by a prominent attorney in the music field. The agreement, sometimes with slight modifications to fit particular individual situations, is now used by many writers. We believe you will profit from studying the agreement and using either this agreement or some other written agreement with your co-writers.

COLLABORATION AGREEMENT

This contract and agreement has been entered into by the writers and/or composers (hereafter referred to as "writers") whose signatures have been affixed hereto on the day and date and at the place below stated, for the mutual considerations and advantages to be derived herefrom, and constitutes the sole and complete agreement between the parties.

No additions, changes, or other agreements with respect to the musical composition (hereafter referred to as "song") herein named and described shall be made except in writing and signed by the parties hereto. 1. The writers have collaborated in the writing and completion of a song entitled _____ (title) _____

The writers have agreed that they are each satisfied with the song in its present form, without further changes or revisions being anticipated, and that they are joint owners of interests in the whole, completed song, the interest, "share", or percentage of ownership of each writer in the whole, undivided song being set out below, and further agreed that neither writer may claim sole ownership or control of any particular part of the song, such as the "words" alone or "melody" alone, without the written consent of the other writer(s) hereto, and that each writer hereto shall share in the ownership of, use of, and/or proceeds of the song or any part thereof according to the percentages set out below.

2. The writers have agreed that they shall each share in any costs or expenditures in connection with the song, including but not limited to demonstration record costs and other promotional expenses, according to the percentage of ownership of each writer in the completed song, as set out below, but that no costs or expenses shall be incurred or agreed to by either writer in which the other writer(s) are obligated to share or to which the other writer(s) are obligated to contribute unless the prior written consent to such costs or expenses is obtained from the other writer(s).

3. The writers agree that either party hereto may submit or offer the song for consideration to any publisher, recording company, or other person or firm, as he shall see fit, but that neither writer may enter into contracts or agreements with respect to the song except with the prior written consent of the other writer(s) and, further, the writers agree that if contracts are offered by any person or firm for the publication, recording, purchase, or any use of the song, such contracts shall be submitted to all the writers hereto for their consideration, approval, and signatures.

4. Any "copyrights" shall be in the names of all the writers hereto.

5. The writers of the song and their respective "percentages" of ownership therein, are as follows:

Writers:	Share or percentage of ownership:
_____	_____%
_____	_____%

Any royalty earnings or other proceeds received from the use, sale, or assignment of the song shall be divided according to the percentages shown.

This contract and agreement entered into at _____, on the _____ day of _____, 19____.

Signed: _____

As you can see, the contract is pretty thorough, although we do not suggest for a moment that it will cover every co-

writing situation. And, while it was drawn up by an attorney, it is simple and uses as little technical or "legal" language as possible.

Here are a few comments we would like to make regarding certain sections of the agreement:

Section 1: This is the designed to prevent one common disagreement that often arises between co-writers.

Very often, after a finished song has been submitted for some period of time without success, one or the other of the writers will start blaming the other writer for the lack of success in getting the song placed. The lyricist, for example, may decide that a poor melody is preventing the placement of the song, so he wants to take his lyric and get another melody from some other composer. Does he have the right to do this, cutting the original composer out of the picture completely by discarding his melody? The answer depends entirely on the original agreement between the writers. If there was a clear cut agreement at the time that either writer could later withdraw and use his part of the song separately, without obligation to the other writer, then of course the lyricist could take his lyric and get another melody by another composer without being obligated to the first composer. But usually the agreement is not this clear-cut, and in the absence of a clear agreement one way or the other, if one writer attempts to take his part of the song and re-use it separately, the matter could very well end up being decided by a court.

This gets to be very expensive. The simple way to avoid this possibility is to have a clear agreement at the start. In our sample agreement, the provision is that the writers are co-owners of the complete song, and that neither may withdraw his part later, without written permission of the other.

If your understanding with your co-writer is just the opposite - if each of you want to reserve the right to withdraw your part of the song and use it separately at any time prior to actually placing the song under contract with a publisher, then you would need to modify this section of the contract.

Section 2: This says that the writers will share equally in any promotional costs (demo records and similar expenses), BUT it also says that neither writer is committed in advance to pay out any specific amounts. If one writer wants to have demos made, he will have to get the other writer's permission in advance in order to require the other writer to share equally in the costs.

Section 3: This provides that either writer may submit the song

to publishers or others for consideration, but that any contracts offered will require the approval and signatures of both writers before they are binding.

In some cases, one writer may have good contacts and want the exclusive right to make submissions (if both writers are making submissions at the same time, it is possible that two different publishers could become interested at the same time, and a conflict could result). In this case, you would have to modify this section to give one of the writers the exclusive right to make submissions.

Section 5: This sets out each writer's "percentage" or share in the song. Where there are two writers, they will each normally expect to own a 50% interest. If there are three writers, each would normally own a 33 1/3% interest. But this is not always the case. Whatever the percentage arrangement you have, this section gives you a chance to spell it out and to prevent any question about it later.

You will note that the agreement is written to cover one song. Actually, there is no reason you can't extend the agreement to cover several songs you have co-written with the same collaborator, provided your understandings and percentage arrangements regarding all the songs are the same. In this case, you would change the contract to read "songs" instead of "song" at the various places in the contract where "song" is presently used, and you would fill in all the titles in the space provided in Section 1.

We do not suggest that this is a "model" contract to fit every situation, nor do we suggest that it is so complete it covers every possible future disagreement or problem which might arise. To the contrary, it has been purposely kept short and designed to cover only the very basic areas where disagreements seem most likely to arise. We present the contract only as a sort of "guide", which you or your attorney can modify or enlarge upon to fit your own needs.

(NOTE: MUSIC WORLD has no objections to your reproducing or copying this contract for your own use, if you so desire, and permission to do so is hereby granted. As a service to our readers, we have also had copies of the agreement prepared in contract form on standard letter size paper. Blank spaces are provided for you to use in filling in titles, dates, etc., and for signatures. These are available at a cost of 25¢ for the first ten copies, postpaid, and 1¢ per copy for any additional copies ordered at the same time. Order from MUSIC WORLD, Box 1321, Nashville, Tennessee).